Karen Johnson Davidson County
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This Instrument Prepared by:
KAALBERG GIESECKE, PLLC (DGL)
123 South 11th Street
Nashville, Tennessee 37206

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ESTABLISHING AND GOVERNING 272 BROADMOOR DRIVE A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

A Planned Unit Development
created under TENN. CODE ANN. §§ 66-27-101 *et seq.*

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made effective as of the 27th day of September, 2023, by PARO SOUTH LLC, a Tennessee limited liability company, with offices located at 625 Main Street, Nashville, Davidson County, Tennessee 37206 (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of the fee simple title to those lands and premises legally described in Exhibit A attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "Parcel"; and

WHEREAS, the Declarant desires to submit the Parcel, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon or to be constructed thereon, and all rights and privileges belonging or in any way pertaining thereto (collectively the "Property"), to the provisions of the Horizontal Property Act of the State of Tennessee for the express purpose of establishing thereon a planned unit development to be known as 272 Broadmoor Drive and to that end to cause this Declaration to be executed and recorded, together with all necessary exhibits hereto; and

WHEREAS, the Declarant further desires to establish said PUD for its own benefit and for the mutual benefit of all future owners and occupants of the Property or any part thereof, and intends that all future owners, occupants, deed of trust beneficiaries, and any other persons hereafter acquiring any interest in the Property, shall hold such interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of the Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Declarant declares as follows:

1. **Definitions**. As used herein, unless the context otherwise requires:

(a) "Act" means the Horizontal Property Act of the State of Tennessee, TENN. CODE ANN. §§ 66-27-101, *et seq.*

(b) "Association" means 272 Broadmoor HOA, Inc., a mutual benefit corporation organized under the Tennessee Nonprofit Corporation Act.

(c) "Board" means the Board of Directors of 272 Broadmoor HOA, Inc.

(d) "Building" or "Buildings" means the building(s) now or in the future located on the Parcel and forming part of the Property and comprising the Units. The "Building" or "Buildings" shall be delineated on the Plat, as the same may be amended from time to time. At the time of filing this Declaration there exist two (2) commercial/warehouse buildings which are used for commercial purposes.

(e) "Bylaws" means the amended and restated bylaws of 272 Broadmoor HOA, Inc., attached hereto as Exhibit B and made a part hereof, as the same may be amended from time to time.

(f) "Charter" means the charter of 272 Broadmoor HOA, Inc., as the same may be amended from time to time.

(g) "Common Elements" means all real and personal property within the Property other than the Units (which include the Limited Common Elements and Private Elements comprising or appurtenant to the Units) which are now or hereafter owned by the Association. The Common Elements are designated on the Plat as "Common Element" and shall be held by the Association for the common use and enjoyment of the Owners and their visitors, invitees, licensees, employees, tenants and others lawfully occupying or visiting the Unit with the express permission of the Owner. The Common Elements shall include but not be limited to lawns (other than those within Private Elements), private drives, streets, roadways, dumpsters and their surrounding enclosures, culverts, parking areas not designated as Private Elements, drainage structures and facilities, fences, sidewalks and walkways, curbs, signs, lights, utilities, and other improvements not designated as Private Elements. The Common Elements shall be transferred to the Association. Notwithstanding anything to the contrary contained herein or in the Plat, the Common Elements shall not include any exterior HVAC or similar climate control equipment which is appurtenant to and serves only one (1) Unit within the Property. Any such equipment (and the base or foundation upon which it is placed) shall be considered a Private Element appurtenant to the Unit which is served by it.

(h) "Declaration" means this instrument, as the same may be amended from time to time.

(i) "Deed of Trust" shall include a Mortgage, and "deed of trust beneficiary" shall include a Mortgagee and a holder of a deed of trust.

(j) "Declarant" shall mean Paro South LLC, a Tennessee limited liability company, its successors and assigns, provided such successors or assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein, or are its lawful successors.

(k) "Eligible Mortgage Holders" shall mean those holders of first Mortgages secured by one (1) or more Units in the PUD who have the right to request, and where applicable have requested, notice of certain items in writing as set forth in this Declaration in accordance with Section 23 hereof.

(l) "Limited Common Elements" means all Common Elements exclusively serving only a single Unit as an inseparable appurtenance thereto, the enjoyment, benefit, or use of which is reserved to the lawful Occupants of such Unit either in this Declaration, on the Plat, or by the Board or by later decision of all Owners.

(m) "Majority" means the owners of more than fifty percent (50%) of the voting rights of the Owners, including the Declarant. For this purpose, each Unit shall be allocated one (1) vote.

(n) "Mortgage" shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose.

(o) "Mortgagee" shall mean the holder of any Mortgage.

(p) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is an Owner.

(q) "Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the Private Elements appurtenant thereto. Unless specifically provided otherwise herein, the Declarant shall be deemed an Owner so long as it is the legal title holder of any Unit.

(r) "Parcel" means the lands and premises described in Exhibit A hereto.

(s) "Period of Declarant Control" means the period commencing upon the date hereof and ending when the first Unit is sold by Declarant to a third party.

(t) "Person" means a natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

(u) "PUD" means 272 Broadmoor Drive, a horizontal property regime with private elements, and therefore a planned unit development established in accordance with the Act.

(v) "Plat" means the drawing and description of the Property attached hereto as Exhibit C and incorporated herein by this reference, as the same may be amended from time to time.

(w) "Private Elements" means and includes the lot area upon which a Unit is located and the improvements located thereon, for which fee simple ownership and exclusive use is reserved to that Unit only. The term shall also include any "Private Elements" denoted as such on the Plat, and shall also include any decks, porches, fences, driveway pad, railings, and/or stairs leading directly to the Unit, and any carport and exterior HVAC or similar climate control equipment which is appurtenant to and serves only one Unit within the Property. Any such equipment (and the base or foundation upon which is placed) shall be considered a Private Element appurtenant to the Unit which is served thereby.

(x) "Property" means the Parcel and all improvements and structures thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, submitted to the provisions of the Act.

(y) "Record" or "recording" refers to the recording of a deed, declaration, amendment, plat or other applicable instrument in the Register's Office for Davidson County, Tennessee.

(z) "Unit(s)" shall mean those portions of the PUD intended for separate ownership and use as more particularly described in this Declaration and reflected on the Plat, and shall include the Private Elements and the existing Buildings, as well as the land underlying such Buildings, and appurtenances thereto, and all other improvements now or hereafter located thereon. The Units are identified by number (Units 1 and 2) on the Plat and may be held and conveyed by reference to such numbers. Conveyance of a Unit shall automatically convey the undivided membership of the Owner(s) of such Unit in the Association. Any Unit may be jointly or commonly owned in any estate recognized under applicable law.

2. **Submission of Property to the Act**. The Declarant, by recording this Declaration, hereby submits and subjects the Parcel and the Property to the provisions of the Act and hereby establishes a PUD as authorized and described in the Act, to be known as 272 Broadmoor Drive.

3. **Improvements.** The improvements as described in the recitals of this Declaration consist of the commercial buildings (and improvements appurtenant thereto) reflected on the Plat showing numbers, areas, locations and other data as required by the Act.

4. **Units.** The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, deed of trust or other instrument shall legally describe a Unit by such identifying number or symbol, and every such description shall be deemed good and sufficient for all purposes. Except as provided herein or by the Act, or as existing on the date of the filing of this Declaration, no Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause such Owner's Unit to be separated into any parcels different from the whole Unit as shown on the Plat.

5. **The Association.**

5.1 **Association of Owners and Administration and Operation of the Property**. There has been or will be formed an Association having the name 272 Broadmoor HOA, Inc., a Tennessee nonprofit corporation, which Association shall be the governing body for all the Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Association and of the Common Elements as provided in the Act, the Association's Charter of Incorporation, this Declaration and the Bylaws. The Association shall also, in addition to the Common Elements, be responsible for the maintenance, repair, and replacement of all fences and landscaping, if any, located upon the Common Elements. The cost of any portion of such maintenance, repair, and replacement performed by the Association but for the benefit of one (1) or more but less than all of the Units may be charged back and assessed against the Units benefited thereby and shall become part of the Assessment against such Unit or Units provided for in Section 8 hereof. Except as otherwise specifically set out herein, the responsibility for maintenance, repair, and replacements shall be as set out in Section 21 hereof. The Owners shall be members of the Association, with each Unit holding one (1) vote in the administration of Association affairs. Voting rights for members of the Association shall be as set out in this Declaration and in the Charter of Incorporation of the Association, as filed with the Tennessee Secretary of State and as amended from time to time, and in the Bylaws of the Association, which are attached to this Declaration as Exhibit B and made a part hereof, as they may be amended from time to time. The Board of the Association shall be elected by the Owners following the expiration or termination of the Period of Declarant Control, during which time the Board shall be appointed by the Declarant, and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board within the confines of applicable law, and may be changed from time to time as the Board deems advisable. Unless and until changed, the fiscal year of the Association shall be the calendar year. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the use and benefit of Owners in accordance with the provisions of the Association's Charter of Incorporation, this Declaration and the Bylaws. Each Owner shall be a member of the Association for so long as such Owner is an owner of a Unit. An Owner's membership in the Association attributable to a Unit shall automatically terminate when such Owner ceases to be the Owner of such Unit. Upon the conveyance or transfer of an Owner's ownership interest to a new Owner, the new Owner shall automatically succeed to the former Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be divided among the respective Owners as set out herein and in the Bylaws. If any Owner consists of more than one (1) person, the voting rights of such Owner shall not be divided but shall be exercised as if the Owner consisted of only one (1) person in accordance with the proxy or other designation made by persons constituting such Owner and filed with the Secretary of the Association. At no time shall more than one (1) vote be allocated to any Unit, other than Units owned by the Declarant as set out herein.

5.2 **Management of Property**. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed

advisable by the Board. The cost of such services shall be a common expense, as defined in Section 8 below. During the Period of Declarant Control, the Declarant or its agents or nominee shall serve as the Managing Agent. Any contract entered into with a Managing Agent following the Period of Declarant Control shall be terminable by the Board or the Association upon not more than ninety (90) days advance written notice.

5.3 **Use by Declarant**. During the period of sale by the Declarant of any Units the Declarant, and the Declarant's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Property and the improvements thereon as may be required for purposes of the sale of the Units.

5.4 **Non-Liability of the Directors, Board, Officers and Declarant**. To the maximum extent provided by law, including, without limitation, Tenn. Code Ann. Sections 48-58-501, et seq., which is incorporated herein by reference, neither the Directors, Board, officers of the Association, nor the Declarant shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Directors, Board, officers, or Declarant. The Owners shall indemnify and hold harmless each of the Directors, Board, officers, or Declarant, and their respective heirs, agents, officers, administrators, personal and/or legal representatives, successors and assigns in accordance with, and as provided in, the Association's Charter of Incorporation and its Bylaws, to the maximum extent allowed by law.

5.5 **Administration during Period of Declarant Control**. During the Period of Declarant Control, the Declarant and its successors and assigns, as developer of the Property, shall have exclusive authority to appoint and remove the directors and officers of the Association, and no action of the Association shall be effective unless and until the written approval and affirmative vote of the Declarant is first obtained. This provision shall control any contrary provision hereof or of the Bylaws of the Association.

6. **Board's Determination Binding**. In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration, the Association's Charter of Incorporation, or its Bylaws, the determination thereof by the Board shall be final and binding on each and all such Owners.

7. **Ownership Interests in the Association**. Subject to the provisions concerning voting rights contained herein and in the Bylaws of the Association, each Unit shall be allocated an equal share of the total membership interests in the Association, subject to Section 5.1 hereof. Ownership of a Unit may not be conveyed separately from the interest in the Association held by such Unit. The membership interest in the Association allocated to a Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit. The membership interest applicable to a Unit shall be used to allocate and calculate the assessments for common expenses and the division of proceeds, if any, resulting from any casualty loss, any eminent domain proceedings, any common surplus, or from any other disposition of the Property or any part thereof.

8. **Common Elements/Common Expense**.

8.1 **Use of the Common Elements**. Except as set forth herein, and subject to the rules and regulations as may be adopted by the Association (the "Rules and Regulations"), each Owner shall have the right to use the Common Elements (except the Private Elements and Limited Common Elements) in common with all other Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Owner. Such right to use the Common Elements shall extend to each Owner, and such Owner's agents, servants, tenants, customers, invitees and licensees. Each Owner shall have the right to the exclusive use of the Private Elements and Limited Common Elements contiguous to and serving such Unit alone. Each Owner shall have an unrestricted right of ingress and egress to such Owner's Unit. Such rights to use the Common Elements shall be subject to and governed by the provisions of the Act, this Declaration, the Association's Charter of Incorporation, its Bylaws and any Rules and Regulations established by the Board, which shall have the right to adopt Rules and Regulations governing the administration of the PUD. Any such Rules and Regulations so adopted shall be binding on all Owners and Occupants.

8.2 **Common Expenses**. Each Owner, including the Declarant for any Units owned by the Declarant but only following the expiration or termination of the Period of Declarant Control (during which time the Declarant shall pay the actual expenses of the Units owned by it), shall pay such Unit Holder's proportionate share of the common expenses of the administration and operation of the Common Elements (but not of/to the Private Elements or Limited Common Elements), and of any other expenses incurred in conformance with this Declaration, and/or the Charter and Bylaws of the Association, including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto which are not chargeable to fewer than all the Units as set out herein or in the Charter and Bylaws of the Association. No Owner, except the Declarant, shall be exempt from payment of such Owner's proportionate share of the common expenses by waiver or non-use of the Common Elements (but not of/to the Private Elements or Limited Common Elements), or by abandonment of such Owner's Unit.

8.3 **Creation of the Lien and Personal Obligation for Assessments**. For each Unit owned by it (other than Declarant) within the PUD, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges, and (b) special assessments for capital improvements and other nonrecurring expenses, or for maintenance, repairs, and/or replacements benefiting one (1) or more but less than all of the Units (which assessments may be charged to the Units benefited thereby, in the reasonable discretion of the Association's Board) such assessments to be established and collected as herein or in the Bylaws provided. Payment of common expenses, including any prepayment thereof required by any contract for a sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Owner, except Declarant, shall be exempt from payment of such Owner's proportionate share of the common expenses by waiver or non-use of enjoyment of the common elements or by abandonment of such Owner's Unit. If any Owner, except Declarant, shall fail or refuse to make any such payment of the common expenses when due, the amount thereat together with interest thereon at the maximum rate then allowed by

applicable law after said common expenses become due and payable, as well as all attorneys' fees and costs of collection, shall constitute a lien on the interest of such Owner in such Owner's Unit as provided in the Act. The sale or conveyance of a Unit shall in all cases be subject to all unpaid assessments against the Owner thereof for such Owner's proportionate share of the common expenses, and, if the same are not paid by the Owner prior to any sale or conveyance, such assessments shall be a lien against the Unit and shall be payable by the new Owner thereof. Likewise, all taxes and other levies and assessments by governmental taxing bodies shall be a lien against individual Units. The assessments against a Unit for common expenses will commence as of the later of the date that such Unit is completed and ready for occupancy, as evidenced by a certificate of occupancy or similar approval issued by the appropriate governmental authority, or sale of the Unit by Declarant to an unrelated third-party purchaser; provided, however, that Declarant shall not have any liability for assessments for Units. Units owned by Declarant shall not accrue liability for assessments of any nature while owned by Declarant.

8.4 **Purpose of Assessments**. The assessments levied by the Association shall be used to promote the health, safety, and welfare of the Owners and in particular for the improvement and maintenance, repair, and replacement of the Common Elements with which the Association is charged by this Declaration, the Charter, or the Bylaws. Such maintenance shall include, but not be limited to the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Elements, the procurement and maintenance of insurance as required by Section 19 of this Declaration and as deemed appropriate or necessary by the Association's Board, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements and any other expense for which the Association is responsible, and such other needs as may arise.

8.5 **Reserves**. The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements, if any, and those other portions of the Property which the Association may be obligated to maintain and which may give rise to the need for future repair or replacement, if any. Such reserve fund is to be established out of regular assessments for common expenses.

8.6 **Annual Assessment**. The Board shall, from time to time, and at least annually, prepare a budget for the PUD, determine the amount of the common charges required to meet the common expenses of the PUD, and allocate and assess such common charges against the Owners' respective percentage membership interests in the Association. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Association pursuant to the provisions of this Declaration. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the PUD property, including, without limitation, an amount for working capital of the PUD, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Association or its designee, corporate or otherwise, on behalf of all Owners, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is

to be sold at a foreclosure or other judicial sale. The Board shall advise each Owner in writing of the amount of common charges payable by such owner, and shall furnish copies of each budget on which such common charges are based to all Owners, and to their Mortgagees upon request.

8.7 **Special Assessments for Capital Improvements**. In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel or Common Elements, or for the purpose of defraying the cost of any nonrecurring or unanticipated expense.

8.8 **Uniform Rate of Assessment**. Both annual and special assessments shall, except as herein otherwise specifically provided, be allocated equally among all Units, based on their respective percentages of membership interest in the Association. Annual assessments shall be collected on a monthly or quarterly basis, as determined by the Association's Board. Special assessments shall be collected as determined by the Board.

8.9 **Date of Commencement of Annual Assessments: Due Dates**. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the Unit. The Board shall fix the amount of annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Board shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

8.10 **Effect of Nonpayment of Assessments: Remedies of the Association**. Any assessment not paid within fifteen (15) days after its due date shall bear interest from the due date at the highest rate permitted by law on the date the assessment became due, in addition to the late charge provided for in Section 13.5 hereof. The Association, or the Board or any Owner on behalf of the Association, may bring an action at law or in equity against the Owner personally obligated to pay the same and/or may foreclose the lien against the Unit and in either event interest, costs and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of such Owner's Unit.

In the event of any violation of the provisions of the Act, this Declaration, the Bylaws, or any rules and regulations of the Board or Association by any Owner (either by the Owner's own conduct or by the conduct of any other Occupant of such Owner's Unit), the Association, or its successors or assigns, or the Board, or its agent, or the other Owners, as the case may be, shall have each and all of the rights and remedies provided for in the Act, this Declaration, the Bylaws, or any applicable rules and regulations and which may be available, at law or in equity, and may prosecute an action or other proceeding against such defaulting Owner and/or other party or parties for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Owner, for damages or injunction or specific performance, for judgment for payment of money and collection thereof, or for the right to sell the Unit through judicial process as provided hereinbefore, or for any combination of remedies, or for any other

relief. All expenses of the Board or other Owners in connection with any such actions or proceedings, including, but not limited to, court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum rate of interest then allowed by applicable law, until paid, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of such Owner's respective share of the Common Expenses, and the Board or other Owners shall have a lien for all of the same, as well as for nonpayment of the Owner's respective share of the Common Expenses, upon the Unit and ownership interest in the Association of such defaulting Owner and upon all of such Owner's additions and improvements thereto and upon all of such Owner's personal property in such Owner's Unit or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a recorded mortgage or deed of trust on the interest of such Owner, except for the amount of the proportionate share of said Common Expenses which become due and payable from and after the date on which the said mortgage or deed of trust owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as a security), or files suit to foreclose its mortgage or deed of trust. In the event of any such default by any Owner, the Board or the Managing Agent, if so authorized by the Board, or the other Owners shall have the authority to correct such default and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise. This paragraph shall not be amended, changed, modified, or rescinded without the prior consent of all holders of record of mortgages and deeds of trust against Units.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained shall give the Board or other Owners the right, in addition to any other rights provided for in this Declaration, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

If any Owner (either by such Owner's conduct or by the conduct of any other occupant of such Owner's Unit) shall violate the Act or any of the covenants or restrictions or provisions of this Declaration or any rules and regulations adopted by the Board, and if such default or violation shall continue for ten (10) days after notice to the Owner in writing from the Board, the Managing Agent, or the other Owners or shall occur repeatedly during any ten (10)-day period after such written notice or request to cure such violation from the Board, the Managing Agent, or the other Owners, then the Board or other Owners shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the defaulting Owner to continue as an Owner and to continue to occupy, use, or control such Owner's Unit, and thereupon an action in equity may be filed by the Board or other Owners against the defaulting Owner for a decree of mandatory injunction against the defaulting Owner or Occupant, or, in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use, or control the Unit owned by such Owner on account of said violation, which action or injunction shall order that all the right, title, and interest of said defaulting Owner in the Property shall be sold (subject to any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Owner from reacquiring such Owner's interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees,

and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges, and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Owner's corresponding percentage of ownership in the Association and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit ownership sold subject to this Declaration.

8.11 **Subordination of the Lien to Mortgages and Ad Valorem Taxes**. Except as and to the extent otherwise provided by law, the sale or transfer of any Unit shall not affect the assessment lien.

8.12 **Working Capital Fund**. At the time of closing of the sale of each Unit to a purchaser, other than the Declarant or Earl Calfee, III, a sum equal to at least two (2) monthly assessments for such Unit shall be collected from such purchaser and transferred to the Association to be held as a working capital fund. The purpose of said fund is to ensure that the Association will have adequate cash available to meet unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payments of regular assessments.

8.13 **Transfer Fees**. In conjunction with the acquisition of record title to a Unit by the purchaser thereof, other than the Declarant or Earl Calfee, III, a sum equal to one percent (1%) of such Unit's sales price shall be made by or on behalf of such purchaser at the closing of the purchase of the Unit to the Managing Agent or Association in order for the Association to replenish its capital accounts and cover certain administrative costs related to establishing the new Owner's account with the Association.

9. **Easements**.

9.1 **Owners**. Declarant, for itself, its successors and assigns, hereby declares that every Owner shall have a perpetual nonexclusive easement in, upon, through, and over the Parcel, to keep, maintain, use, operate, repair, and replace such Owner's Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements.

9.2 **Project 615 Specific Plan**. The Property is subject to a Specific Plan zoning district pursuant to Ordinance BL2023-1823 of The Metropolitan Government of Nashville and Davidson County (as the same may be further modified and amended, the "SP"). The Unit Owners (including Declarant) shall cause the Association to cooperate in good faith with the owners of the other real property subject to the SP in connection with the planning, construction and development of the master planned project and related improvements contemplated by the SP, including, without limitation, approving or causing the Association to approve such easements and other agreements which may be necessary or convenient for the same.

9.3 **Utilities**. Declarant reserves unto itself, its successors, assigns, and agents, including, without limitation, the Association and its successors, assigns, agents, and representatives an easement in, upon, through, and over the lands comprising the Common Elements, Limited Common Elements, and Private Elements for the purpose of installation, maintenance, repair, and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, waters, poles, transformers, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the PUD.

9.4 **Internet and Telecom Service**. Declarant reserves unto itself, its successors, assigns, and agents, including, without limitation, the Association and its successors, assigns, agents, and representatives, an easement in, upon, through, and over the lands comprising the Common Elements, Limited Common Elements, and Private Elements for the purpose of installation, maintenance, repair, and replacement of internet and telecom services from service providers approved by the Declarant or the Board of the Association from time to time, and any and all other equipment or machinery necessary or incidental to bring access to such services to all of the Units in the PUD. Notwithstanding the foregoing, or anything else contained in this Declaration, the Association through its Board is specifically authorized, through its duly adopted rules and regulations or by other duly adopted provisions of its governing documents, to prohibit the installation of satellite dishes on any part of the Property.

9.5 **Encroachments**. Declarant, for itself, its successors and assigns, hereby declares that every Owner shall have a perpetual easement for the continuance of any encroachment by such Owner's Unit on any adjoining Unit or on any common element, now existing as a result of construction of the Building or which may come into existence hereafter as a result of the reconstruction of the Building or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Building stands.

9.6 **Municipal Services**. Declarant, for itself, its successors and assigns, hereby declares that the Metropolitan Government of Nashville, Davidson County, Tennessee (but not the public in general), shall have a perpetual nonexclusive easement to enter upon all roadways, parking areas, driveways, walkways, and sidewalks, and Common Elements for purposes of maintaining the safety, health, welfare, police, and fire protection of the citizens of said city, including the Occupants of the PUD.

10. **No Partition**. Subject to the provisions of this Declaration, including without limitation Section 4 hereof, the Charter of Incorporation and Bylaws, and the Act, the Common Elements shall remain undivided and no Owner(s) shall bring any action for partition or division thereof. In addition, the pro rata membership interest in the Association shall not be separated from the Unit to which it pertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

11. **Compliance by Owners**. Each grantee of Declarant, by acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges and the jurisdiction, rights, and powers created or reserved by this Declaration.

All future Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. Any restrictions or rules in the Bylaws which are more than administrative in nature (including, but not limited to, reservations and future rights of Declarant) are hereby incorporated into and made a part of this Declaration by reference. All rights, benefits, and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time an interest or estate in said land and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

All present and future Owners, tenants, visitors, guests, invitees, licensees, and Occupants of a Unit shall be subject to and shall comply with the provisions of the Bylaws appended hereto and recorded herewith as they may be amended from time to time. The acceptance of a deed of conveyance or devise or of a lease to a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Bylaws and any rules and regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted, and ratified by such Owners, tenants, visitors, guests, invitees, licensees, or Occupants, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease thereof.

The terms and conditions of this Declaration, the Bylaws, the Charter, and any Rules and Regulations adopted by the Board may be incorporated by reference in and become part of the agreement between any mortgagee and any present or future Owner who enters into such an agreement with a mortgagee. When so incorporated, any default in the terms and conditions of this Declaration, the Bylaws, the Charter, and any applicable Rules and Regulations may be considered to be a default by the mortgagee, whereupon said mortgagee, after exercising its option to declare a default, shall then have all of the rights and privileges arising as a result of a default under its agreement with said Owner.

In furtherance of the foregoing, each Owner or Occupant, their visitors, guests, invitees, and licensees shall comply with the provisions of this Declaration, the Charter, the Bylaws, and the Rules and Regulations of the Association, and with any other documents, amendments, or supplements to the foregoing which subsequently may be adopted by the Association or its Board, or required by any governmental authority, all as the same may be lawfully amended from time to time. Failure to comply with any such provisions, rules, or regulations shall be grounds for injunctive relief by the Declarant, the Association, the Board, and/or any other Owner.

12. **Parking Areas**. The Plat may show the location of certain parking spaces or areas which are designated as Private Elements available for the exclusive use of the Owner(s) and/or Occupant(s) of the Unit to which the same are allocated as more particularly set forth on the Plat. Parking spaces within the Parcel, even though located on Private Elements, shall only be used by the Owners, and their guests, licensees, and invitees, in such manner and subject to such

Rules and Regulations as are set out herein (including, without limitation, Section 22.4 hereof) or as the Board may prescribe.

13. **Covenants of Owners**. Each Owner, by accepting ownership of a Unit, agrees on behalf of such Owner and such Owner's successors, heirs, personal representatives and assigns, to the following:

13.1 **Permanent Easements**. There shall be such permanent easements through and over each of the Units as may be reasonably necessary for the installation, maintenance, replacements and repair of the Common Elements, Limited Common Elements, or Private Elements and the other Units.

13.2 **Commercial Use**. The Units may be used only for commercial, office and/or retail uses and for any other purposes which are permitted under applicable municipal zoning laws, including the SP; provided that no portion of the Units may be used for residential purposes or for sleeping overnight under any circumstances without the express written consent of the Association or the Board.

13.3 **Use Restrictions**. In addition to the restrictions set forth in Section 13.1 and 13.2, the use of all Units and the Common Elements, Limited Common Elements, or Private Elements shall also be subject to the Bylaws, such reasonable Rules and Regulations as may be adopted by the Association or by its Board, and applicable law, provided that the present use of any existing Building or Unit on the Premises shall not be curtailed or restricted in any way without the approval and consent of the Owners of such Building or Unit.

13.4 **Encroachments**. In the event any portion of a Unit or a Common Element or Private Element changes boundaries and thereby encroaches upon another Unit or a Common Element or Private Element due to the shifting, settling or moving of the improvements, such changed boundaries shall be deemed to constitute the boundaries of the Unit and the Common Element or Private Element so affected.

13.5 **Assessments**. All assessments against a Unit by the Association for its pro rata share of the expenses allocated and/or assessed to such Unit shall be a lien against the Unit and shall be subject to a late charge equal to ten percent (10%) of any amount not paid within fifteen (15) days of the due date. Any amount that is fifteen (15) days past due shall also incur interest until paid at the maximum rate allowable by law. All assessments, interest charges, costs and expenses incurred by the Association in the collection or enforcement thereof, including reasonable attorney's fees, shall be added to the assessment together with any and all fees, charges, late charges, fines and interest charged pursuant to this Declaration or the Act, shall constitute a lien upon the Unit, and any sale or conveyance of the Unit shall be subject to such lien as provided herein and in the Act. Upon written request by any prospective Mortgagee or purchaser of a Unit, the Association shall certify to such person whether any assessments have been made as to such Unit that remain unpaid and the amount thereof.

13.6 **Suspension of Rights and Services**. In the event that any assessment applicable to a Unit shall remain unpaid or any infraction of the Association's published Rules

and Regulations remain unremedied for a period of thirty (30) days after notice to the affected Owner, in addition to all other remedies provided for herein, the Association may suspend the enjoyment right of any Owner with respect to amenities that are part of the Common Elements, and, to the extent permitted by law, the Association shall have the right to suspend telecom services, including, without limitation, cable or satellite television (if offered), internet access or other utility services (if any) provided to the Unit by the Association until such assessments are paid, or until the Association receives adequate security for payment, or until such infraction shall be rectified. Any cost incurred by the Association in disconnecting or reconnecting any telecom and/or utility service, including reasonable attorney's fees, shall be a further assessment applicable to the Unit.

13.7 **Declarant's Right to Grant Easements**. The Declarant, during the Period of Declarant Control, and thereafter the Board, shall have the right to grant easements in, over, and under the Common Elements to utility companies, telecom service providers, governmental authorities, or adjoining property owners for the purpose of securing the provision of utilities and telecom services and rights of parking or ingress and egress to the PUD or to dedicate a portion of the Common Elements or any interest therein to an appropriate governmental authority in furtherance of the foregoing purposes.

13.8 **Actions against Declarant**. No legal action may be brought by the Association or any Owner against the Declarant on account of any alleged defect in material, workmanship, or installation of the Common Elements, Limited Common Elements, or Private Elements except in compliance with the following requirements:

(i) The Association or such Owner shall give the Declarant sixty (60) days prior notice and opportunity to cure such defect or condition except in case of emergency endangering persons or property;

(ii) The parties shall endeavor to mediate the dispute for a period of sixty (60) days after the expiration of the Declarant's cure period;

(iii) The initiation of legal proceedings against the Declarant by the Association or such Owner shall have been approved by the affirmative vote or written consent of Owners possessing a Majority of the ownership in the PUD;

(iv) Declarant's liability in any such action shall be limited to the repair or replacement of any defective item or condition, and Declarant shall have no liability for loss of use, injuries to person or property, mold, mildew, or other consequential damages resulting from or in any manner arising out of any defect or condition in the Common Elements, Limited Common Elements, or Private Elements; and

(v) The prevailing party in such proceeding shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

The covenants contained herein shall be deemed covenants running with the land. Except as otherwise limited in this Declaration, the Bylaws, or the Charter, the Association or any

Owner shall have the right to prosecute any proceedings at law or in equity against any person or persons violating any of the covenants contained herein and to obtain relief by way of injunction, money damages, or both. No delay or omission on the part of the Association or an Owner in exercising any right, power or remedy herein provided for in the event of any breach of the foregoing covenants shall be construed as a waiver thereof or acquiescence therein. In the event any provision of the foregoing covenants shall be held invalid by judgment or court order, it shall not be deemed to affect any of the other covenants contained herein, which shall continue and remain in full force and effect. In the event that any of the foregoing covenants shall be declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then the term of such covenant shall be reduced to the maximum period of time allowed by the laws of the State of Tennessee. Should the Association or an aggrieved Owner employ counsel to enforce any of the foregoing covenants, the Association or such Owner, as the case may be, shall be entitled to recover from the breaching Owner the reasonable attorney's fees and expenses incurred in such action, provided the Association or such Owner ultimately prevails in such action.

14. **Intentionally Omitted**.

15. **Leasing of Units**. An Owner of a Unit may lease such Owner's Unit for the same purposes as are set forth in this Declaration, provided that such lease transaction is in accordance with the following requirements.

15.1 **Occupancy and Lease Agreement**. Any Lease of all or any portion of a Unit shall require the execution of a lease agreement meeting the requirements of this Section between the Owner and the Occupant (who must be a signatory to the lease agreement). Copies of all leases shall be filed with the Association's Managing Agent or the Board. Each lease of a Unit shall stipulate, or shall be considered to stipulate, that if the lessee, after notice from the Association, shall fail to conform to the provisions of this Declaration, the Bylaws, or the Rules and Regulations of the Association, the Association shall be authorized to evict or require the lessee to vacate the premises upon thirty (30) days written notice, and the lessee shall do so without prejudice to the Association's other legal remedies. The foregoing stipulation shall be considered to be a part of every lease entered into for a Unit, whether or not such stipulation is specifically expressed therein. During the term of a lease which meets the requirements of this Section, the lessee shall be entitled to the privileges of use of the Common Elements, Limited Common Elements, and Private Elements appurtenant to such Unit. Subject to the provisions of the Bylaws, no part of the Property may be used for purposes other than those uses permitted under Section 13.2 above and any tenant or subtenant of the Property must comply with all applicable laws and requirements regarding use, occupancy limitations and other applicable restrictions affecting the use of the Units and the Property; without limiting the generality of the foregoing, no Unit shall be rented for transient or hotel purposes.

15.2 **Identity of Tenants**. All Owners shall provide the Association or Managing Agent with the identity and contact information of all Occupants of their Units.

15.3 **Negligence and Damage by Tenants**. All Owners shall be jointly and severally liable to the Association for all damage to the Common Elements caused by the

negligent or intentional acts, omissions, use or misuse of the Common Elements by their Occupants, tenants, or their guests, invitees, employees or agents to the extent that any such damage is not covered by the Association's insurance. In addition, the Owner and such Owner's tenant shall be jointly and severally liable for the insurance deductible for any such damage to the Common Elements.

15.4 **Violation of Declaration, Bylaws or Rules and Regulations**. In the event a tenant of a Unit is found to have violated the Articles of Organization, the Bylaws, this Declaration or the Rules and Regulations of the Association (after being given notice of the violation and an opportunity for a hearing thereon), the Board shall be authorized to require the Owner of such Unit to evict or require the lessee to vacate the premises on thirty (30) days' written notice. In the event that such Owner fails to evict such tenant, the Association may evict the tenant and the cost thereof shall be assessed to the Unit and constitute an assessment against the Unit and the Owner for which the Association shall have a lien against such Unit, enforceable as in the case of all other assessments. The Association may exercise its rights under this provision without prejudice to the Association's other legal remedies.

16. **Sale of Units**. An Owner, who sells a Unit or any interest therein, shall give written notice to the Association of the name and address of the purchaser, and such other information as the Association may reasonably require in connection with such transaction. Declarant is irrevocably empowered, notwithstanding anything herein to the contrary, to sell or resell any Unit owned by Declarant to any Person approved by Declarant . Declarant shall have the right to transact on the Property any business deemed necessary by Declarant to consummate the sale or resale of the Units. As long as Declarant owns a Unit, neither the other Owners, nor their use of their Units shall interfere with the sale of a Unit by Declarant.

17. **No Severance of Ownership**. No Owner shall execute any deed, Mortgage, or other instrument conveying or mortgaging title to such Owner's Unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, Mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the appurtenant interests of all Units.

18. **Separate Real Estate Taxes**. Real estate taxes shall be separately assessed to each Owner for such Owner's Unit as provided in the Act. In the event that such taxes for any year are not separately assessed to each Owner, but rather are taxed on the Property as a whole, then each Owner shall pay such Owner's proportionate share thereof in accordance with such Owner's respective percentage of ownership interest in the Common Elements, and, in said event, such taxes shall be a common expense.

19. **Insurance**. Subject to the last Section of this Article, the Association shall obtain and maintain, to the extent applicable to the PUD and obtainable at a reasonable cost, such insurance as the Board may determine.

All such policies shall provide that adjustment of loss shall be made by the Board, and that the net proceeds thereof shall be payable to the Association. All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on coinsurance or of invalidity arising from any acts of the insured, to the extent available at a reasonable cost. Such policies shall provide that they may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all Mortgagees of Units who have provided an address for such notice to the Association.

The Association shall obtain and maintain, to the extent obtainable at a reasonable cost, public liability insurance in such limits as the Association may from time to time determine, covering the Association and each Owner in respect to any injury occurring upon or within the Common Elements. The Association shall review such limits, and/or the advisability of obtaining such insurance, at least once each year.

Each Owner shall obtain and maintain fire and casualty insurance with extended coverage for such Owner's Unit and improvements in an amount at least equal to the full replacement value of such Unit and improvements, without deduction for depreciation. The Association shall be named as an Additional Insured, and not merely a Loss Payee, on any such policy. Following any fire or other casualty causing damage to any Unit or Units, the Owner or Owners of such Unit or Units shall promptly rebuild such Unit or Units to their original condition, in accordance with such plans and specifications, and using such contractor or contractors, as may be approved in advance by the Association's Board or, if applicable, Architectural Review Committee, using any insurance recovered as a result of such casualty for that purpose.

20. **Condemnation**. In the event of any taking of any Unit in the PUD by eminent domain, the Owner and any Mortgagee of such Unit shall be entitled to receive the award for such taking attributable to the Owner's proportionate share of the loss or reduction in the fee simple estate and the Building and other improvements to the land and after acceptance thereof such Owner and such Owner's Mortgagee shall be divested of all interest in the PUD if such Owner shall vacate such Owner's Unit by virtue of such taking. If any repair or rebuilding of the remaining portions of the PUD is required as a result of such taking, a majority in percentage of ownership of the remaining Owners shall determine by vote or written consent whether to rebuild or repair the PUD or to take such other action as such remaining Owners deem appropriate. If no repair or rebuilding shall be required or shall be undertaken, the remaining portion of the PUD shall be resurveyed and the Declaration shall be amended to reflect such taking and to proportionately readjust the percentages of ownership of the remaining Owners based upon a continuing total ownership of the PUD of one hundred percent (100%).

21. **Maintenance, Repairs and Replacements**. Except as otherwise provided herein, each Owner, at such Owner's expense, shall furnish and be responsible for all maintenance of, repairs to, and replacements upon and within the Limited Common Elements (as applicable) and Private Elements, both interior and exterior, appurtenant to such Owner's Unit, including,

without limitation, any walkways and landscaping which are part of the Limited Common Elements pertaining to such Owner's Unit, the HVAC unit and the pad upon which such HVAC unit is placed, the steps leading to the Unit, and any other Private Elements or Limited Common Elements which are located outside a Unit's structure (collectively, "Exterior Private Elements"). Notwithstanding the foregoing, however, (a) the Association, by vote of its Board, may choose to provide such maintenance and repairs, or any part thereof at any time and from time to time, at the expense of the Owner of such Unit, and (b) the Association will be responsible for maintaining all utility lines (with the exception of the HVAC unit itself) after they leave the Unit. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of, and shall be furnished by, the Association. The cost of maintenance of, repairs to, and replacements within the Common Elements shall be part of the common expenses. Exterior Private Elements shall be subject in all respects to the prior direction or approval of the Association's Board, and no Owner shall provide any such maintenance, repair, or replacement to the Exterior Private Elements and/or Limited Common Elements without having first received such direction or approval. In addition, and notwithstanding anything to the contrary set out in this Declaration, the Association, through its Board, may direct Owners who fail to perform such maintenance of, repairs to and replacements within the Private Elements and/or Limited Common Elements to arrange for such maintenance, repairs and replacement, to pay the cost thereof with their own funds, and procure and deliver to the Association such lien waivers and contractors' and subcontractors' sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom. If such Owner fails to perform such maintenance or to make such repairs and/or replacements within a reasonable time after having been directed to do so by the Board, then the Association, by vote of its Board, may choose to provide such maintenance and repairs or replacements or any part thereof, at the expense of the Owner benefited thereby, which expense, if not timely paid by such Owner, shall constitute a lien and assessment against such Owner's Unit, enforceable as set out herein for other assessments, until paid. The Association shall be provided the use of all insurance proceeds recovered as a result of any insured damage or casualty, to be used to complete any such repairs or replacements.

In fulfilling the Owner's obligation to perform all maintenance, repairs and replacements which are the Owner's obligations under this Declaration, each Owner agrees as follows:

(a) To maintain, repair and replace the exterior doors and windows of the Unit, including the door frames, the window frames and related structures, all of which are part of the Unit;

(b) Not to make, or cause to be made, repairs to any plumbing, heating, ventilation or air conditioning systems located outside such Unit except by licensed plumbers, electricians or heating and air conditioning professionals authorized to do such work by the Association or its delegate;

(c) Not to make any addition or alteration to the Unit or to the Common Elements or to do any act that would impair the structural soundness, safety or overall design scheme of any part of the Property or that would impair any shared party wall, easement or right of an Owner without the prior written consent of the Association and all Owners affected thereby;

(d) Not to make any alteration, addition, improvement, decoration, repair, replacement or change to the Common Elements, Limited Common Element, or to any Exterior Private Elements or any exterior portion of any Unit, including, but not limited to, altering in any way exterior doors, altering any shared party wall, affixing shutters to windows or painting any part of the exterior of the Unit or otherwise changing the exterior appearance of the Unit, without the prior written consent and approval of the Association's Board; provided that if such consent is granted, the Owner shall use only a licensed contractor who shall comply with all Rules and Regulations with respect to the work which may be adopted by the Board and/or the Association, and the Owner shall be liable for all damages to another Unit or to the Common Elements caused by any contractor employed by such Owner or by the subcontractors or employees of such contractor, whether said damages are caused by negligence, accident, misconduct, or otherwise; and

(e) To promptly report to the Association any defects or needed repairs for which the Association is responsible.

If, due to the act or neglect of an Owner, or the Occupant, tenant, agent, servant, invitee, or licensee of an Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Board, to the extent not covered by insurance or sufficient proceeds therefor are not collected from the insurance carrier.

The Board or its authorized representative or representatives shall be entitled to reasonable access to the individual Units, Limited Common Element, and Private Elements as may be required in connection with the preservation of any individual Unit, Limited Common Element, or Private Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements, Private Elements or any equipment, facilities or fixtures affecting or serving the other Units, Common Elements, Limited Common Elements, or Private Elements, or to make any alteration required by any governmental authority.

22. **Use Restrictions**. To further implement this plan of ownership, to make feasible the ownership and sale of Units in the PUD, to preserve the character of the development and to make possible the fulfillment of the purposes of the PUD as intended, the Declarant, its successors and assigns, by reason of this Declaration, and all future Owners of Units in the PUD by their acquisition of title thereto, covenant and agree as follows:

22.1 **Rules and Regulations**. The Board shall have the authority and power to formulate, publish and enforce reasonable Rules and Regulations concerning the use and enjoyment of the Common Elements and the activities of Occupants and their invitees upon the Property. Such Rules and Regulations may provide for the imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration.

22.2 **Use Restrictions**. No Unit may be used for any of the following uses: peepshows; massage parlors; head shops; video game arcades; bingo parlors; night clubs; off-track betting parlor; motor vehicle rentals and/or sales; any pawn shop; any banquet hall; any auto supply and/or repair shop; any public or private nuisance; any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness; any obnoxious odor; any noxious, toxic, caustic, or corrosive fuel or gas, any dust, dirt, or flyash or similar materials in any excessive quantity; any unusual fire, explosion, or other damaging or dangerous hazard; any warehouse, assembly, manufacture, distillation, refining, smelting, agriculture, or mining operation; any "second hand" store (other than an upscale antique store), Army Navy, or government "surplus" store; labor camp; junkyard, stockyard, or animal raising; any dumping disposal, incineration or reduction of garbage or refuse; or any closing, going out of business, fire, or bankruptcy sales or auction house operations.

The Board may waive any one or more of the foregoing prohibited uses for the benefit of any particular Owner or Occupant, but no such waiver by the Board shall be construed as a waiver of such prohibited uses in favor of such Owner or Occupant, or any other Owner, Occupant, tenant, subtenant, or similar, nor prevent the Board from thereafter enforcing any such prohibited uses against any or all of the Owners and/or Occupants.

22.3 **Common Elements Use Limitations**. Only Owners and guests and invitees of such Owners may use the Common Elements, provided that the use of the Common Elements shall be in accordance with and subject to limitations set forth herein, in the Bylaws, in restrictions, covenants and agreements of Record, and in any Rules and Regulations duly adopted by the Board.

22.4 **Parking**. There shall be no obstruction of any Common Element. Parking within the PUD, including the Common Elements and Private Elements, as well as the location and availability of guest parking, shall be regulated by the Board. No truck (other than standard sized pickup trucks belonging to an Owner), bus, camper trailer, boat, or trailer shall be left parked in any part of the PUD, except for repair and/or construction vehicles actually engaged in work on the Property. All vehicles parked on the Property must be parked within the bounds of a designated parking spot appurtenant to the applicable Unit at all times; no part of any vehicle when parked in a parking space appurtenant to a Unit, shall be permitted to extend beyond the end of such parking space or upon or over any part of the Common Elements.

22.5 **Insurance**. Nothing shall be done or kept in any Unit, or in any Common Element, which will increase the rate of insurance on any Common Element or on any other part of the PUD without the approval of the Board. No Owner shall permit anything to be done or kept in such Owner's Unit or in any Common Element which will result in the cancellation of or increase the premium for the insurance on any Common Element, or which would be in violation of any applicable law. No waste will be permitted upon any Common Element.

22.6 **Nuisance**. No noxious activity shall be carried on in any Unit or in any Common or Private Element, nor shall anything be done therein or thereon which will constitute a nuisance to the other Owners.

22.7 **Animals**. No animals, livestock or poultry of any kind shall be kept or maintained in any Unit or in any part of the Common Elements except for service animals individually trained to do work or perform tasks for the benefit of an individual with a disability (e.g., guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, pulling a wheelchair, or fetching dropped items). Such service animals must be kept on a leash at all times when they are not inside the Unit.

22.8 **Structural Integrity**. Nothing shall be done in any Unit or in, on, or to any Building or any Common Element, including with respect to any party wall, which would structurally change any such Building, Limited Common Element, or Common Element, except as is otherwise provided herein.

22.9 **Interference**. Nothing shall be done either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants. No Owner shall make or permit any disturbing noises in a Building or Buildings by such Owner or such Owner's employees, agents, visitors, tenants, Occupants and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other Owners.

22.10 **Electrical Equipment**. All telecom or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the public authorities having jurisdiction and the Owner alone shall be liable for any damage or injury caused by any telecom or other electrical equipment in such Unit.

22.11 **Exterior**. Nothing shall be placed upon the windowsills and nothing shall be hung from the windows, exterior walls or porches that can be viewed from outside without the prior written approval of the Board, which may be withheld for any reason.

22.12 **Flammable Substances**. No Owner or Occupant or any of such Owner's or Occupant's agents, servants, employees, licensees, tenants, or visitors shall at any time, bring into such Owner's or Occupant's Unit any flammable, combustible, or explosive fluid, material, chemical or substance, except for such substances which are necessarily used in the ordinary course of such Owner's or Occupant's business provided that all such substances are used and stored in compliance with applicable environmental laws at all times.

22.13 **Unit Locations**. In interpreting the provisions of this instrument, the Exhibits attached hereto, the Plat, subsequent deeds, and Mortgages to individual Units, etc., the actual location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved, or encumbered, notwithstanding any minor deviations, either horizontally or vertically, from the locations as indicated on said Exhibits. To the extent that such minor variations in location exist, a valid easement therefor and for the maintenance thereof shall exist.

22.14 **Public Record**. All Owners and any of their respective agents, employees, licensees or invitees shall be bound by any and all restrictions, covenants or agreements applicable to the Property and of Record in Davidson County, Tennessee.

22.15 **Limitation during Sale Period**. None of the restrictions contained in this Article 22 shall apply to the residential or commercial activities, signs or billboards, if any, of the Association or its Board in furtherance of its powers and purposes set forth herein and in its Charter and Bylaws, as the same may be amended from time to time.

22.16 **Mold/Mildew**. Mold and/or mildew can grow in any portion of the PUD that is exposed to elevated levels of moisture. Each Owner agrees to: (i) regularly inspect the parts of the PUD that they respectively maintain, and which are visible and accessible without having to first conduct invasive testing, for the existence of mold, mildew, and/or water intrusion and/or damage; (ii) upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the PUD that they respectively maintain; (iii) remediate or replace any building material located in the parts of the PUD that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate all mold and/or mildew discovered in the parts of the PUD that they respectively maintain in accordance with current industry-accepted methods. In addition, the Association agrees to notify the Owners, and each Owner agrees to notify the Association of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the PUD that they respectively maintain.

22.17 **Trash Receptacles**. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner. All trash, garbage, and other waste must be placed in a clean and sanitary manner within the common dumpster.

23. **Additional Rights of Eligible Mortgage Holders and Other Parties**. The following provisions are intended for the benefit of each Eligible Mortgage Holder, and to the extent that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

23.1 **Information to Eligible Mortgage Holders**. Upon request in writing, the Association shall furnish each Eligible Mortgage Holder, and any holder, insurer or guarantor of the Mortgage held by such Eligible Mortgage Holder, with a written notice of any default by the Owner of such Unit in the performance of such Owner's obligations under this Declaration that is not cured within thirty (30) days.

23.2 **Additional Rights of Eligible Mortgage Holders**. Upon request in writing, each Eligible Mortgage Holder of a Unit and any holder, insurer or guarantor of a first Mortgage on a Unit shall have the right:

(a) to examine current copies of this Declaration, the Bylaws, Rules and Regulations and the books, records and financial statements of the Association during normal business hours;

(b) to receive, without charge and within a reasonable time after such request, the annual financial statement which is prepared and distributed by the Association to the Owners at the end of its fiscal year;

(c) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(d) to receive written notice of any decision by the Owners to make a material amendment to this Declaration, the Bylaws or the Charter of the Association;

(e) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(f) to receive written notice of any action which would require the consent of a specified number of Eligible Mortgage Holders pursuant to the terms of this Declaration.

23.3 **Rights of Eligible Mortgage Holders in Respect of Insurance Proceeds**. No provision of this Declaration, the Charter or Bylaws or any similar instrument pertaining to the submitted Property or the Units therein shall be deemed to give an Owner or any other party priority over any rights of the Eligible Mortgage Holders of Units pursuant to their Mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements or Private Elements, or any portion thereof or interest therein. In such event, the Eligible Mortgage Holder of a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

23.4 **Notices to First Mortgagees**. Each Eligible Mortgage Holder holding a first Mortgage on a Unit, or holder, insurer or guarantor of a first Mortgage on a Unit, who has made written request of the Association within the twelve (12) month period immediately preceding such occurrence, shall be furnished written notice by the Association in the event of the occurrence of:

(a) any material damage to or destruction of the Common Elements. For such purposes, any damage or destruction affecting any portion of the Common Elements to the extent of thirty thousand dollars ($30,000.00) or more of their value shall be deemed material;

(b) any delinquency of thirty (30) days or more in the payment of assessments or other charges owed by the Owner of any Unit on which such Eligible Mortgage Holder holds a first Mortgage;

(c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) a proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

23.5 **First Mortgagee's Rights Confirmed**. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, or if any Unit or any portion thereof or the Common Elements or any portion thereof shall be

destroyed or damaged by a casualty, then the Eligible Mortgage Holder(s) of each affected Unit or Units will be entitled to timely written notice, upon specific written request made within the twelve-month period immediately preceding such proceeding, of any such proceeding or proposed acquisition, and the distribution to such Owner of the proceeds of any award, settlement, or insurance proceeds under this Declaration, the Bylaws or otherwise, shall at all times be subject to the terms of the Eligible Mortgage Holder's Mortgage, provided that, the Association has actual (as opposed to constructive) written notice of such terms.

23.6 **Deemed Approval by First Mortgagee**. Any Eligible Mortgage Holder that holds a first Mortgage on a Unit who has made a written request for and has received a written proposal to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within twenty (20) days following receipt of notice of such proposal shall be deemed to have approved such request, provided that the notice was delivered by certified or registered mail, "return receipt requested."

23.7 **Mortgagee Consent Not Unreasonably Withheld, Etc**. Any Mortgagee consent required under this Article 23 shall not be unreasonably withheld, conditioned or delayed.

23.8 **Notices to Association**. Each Owner shall be obligated to furnish to the Association the name and address of any Mortgagee encumbering such Owner's Unit.

23.9 **Construction of this Article**. Nothing contained in this Article 23 shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the Bylaws of the Association or Tennessee law for any of the actions set forth in this Article 23.

24. **Exhibits**. Exhibit A, Exhibit B and Exhibit C are hereby incorporated into this Declaration and made a part of this Declaration by reference thereto.

25. **Amendments**. During the Period of Declarant Control, no amendments may be made to this Declaration without the written approval and affirmative vote of the Declarant. Following the expiration of the Period of Declarant Control, any amendments to this Declaration not otherwise provided for herein shall be adopted upon the affirmative vote of Owners possessing a Majority of the total voting rights in the Association.

The foregoing amendments shall be deemed effective when duly executed by the Declarant or certified by the Association, as the case may be, and recorded by appropriate instrument in the Register's Office of Davidson County, Tennessee. Any legal proceeding to contest the validity of an amendment must be filed within one (1) year following the date the amendment is recorded in said Register's Office. To the extent permitted by law, Declarant shall not be liable for any mistake of judgment or for any other acts or omissions of any nature whatsoever, except for any acts or omissions found by a court to constitute willful misconduct or fraud. In furtherance of the provisions herein and not in limitation thereof, Declarant shall have no further obligations under this Declaration or otherwise with respect to all or any portion of the Property upon the date that Declarant no longer owns any portion of the Property.

26. **Trustee as Owner.** In the event title to any Unit is conveyed to a land title holding trust under the terms of which all powers of management, operation, and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Owners for all purposes and shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title holder trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

27. **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the Governor of the State of Tennessee holding office as of the date of this Declaration.

28. **Legal Opinion.** The legal opinion required by Tennessee Code Annotated § 66-27-103 is attached hereto as Exhibit D and made a part hereof.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

DECLARANT:

PARO SOUTH LLC

By: _____
Name: Christian J. Paro
Title: Manager

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public of the said county and state, CHRISTIAN J. PARO, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Manager (or other officer authorized to execute the instrument) of Paro South LLC, a Tennessee limited liability company, the within named bargainor, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as Manager.

Witness my hand and seal this 27th day of September, 2023.

_____
Notary Public

My Commission Expires: 11-03-2025

DAVID GRANT LUIKEN, JR
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A

LEGAL DESCRIPTION

Being Lot 1 of that certain Final Plat of 288 & 292 Broadmoor Drive of record as Instrument No. 20170510-0046569, in the Register's Office of Davidson County, Tennessee.

Being a portion of the real property conveyed to Paro South LLC by Warranty Deed from William D. Willcutts and Constance J. Dever, as devisees under the Last Will and Testament of Zola Willcutts Bailey, of record as Instrument No. 20141219-0116415, in the Register's Office of Davidson County, Tennessee.

EXHIBIT B

BYLAWS OF
272 BROADMOOR HOA, INC.

ARTICLE I
RIGHTS OF DECLARANT DURING PERIOD OF DECLARANT CONTROL

Section 1. Development Period. As used in these Bylaws, the terms "Declarant" and "Period of Declarant Control" shall have the meanings set forth in the Declaration. With respect to Declarant, "Unit" shall be deemed to include not only completed Units owned by Declarant at such time, but also shall include any incomplete or unconstructed Units as to which Declarant is the owner of the corresponding Private Elements at such time.

Section 2. Meetings of Association. Notwithstanding anything contained herein to the contrary, meetings of the Association during the Period of Declarant Control shall take place only upon the call of Declarant. At any such meeting, Declarant may (but shall not be required to) submit to a vote of the Owners any matter that properly may come before a meeting of the Association, and the other provisions hereof shall be applicable to all proceedings in connection with any matter so submitted. Except as provided in the immediately preceding sentence, and notwithstanding any provision herein to the contrary, during the Period of Declarant Control, Declarant, in Declarant's sole discretion, shall determine all matters that may properly come before the Board or the Association.

Section 3. Board of Directors. Notwithstanding anything contained herein to the contrary, during the Period of Declarant's Control, the Board of Directors (as hereinafter defined) shall be composed of such number of persons (not to exceed three (3)) as Declarant from time to time shall determine, and the Board of Directors shall be appointed by Declarant from time to time, shall serve for such terms, and shall be subject to removal by Declarant, all as Declarant shall determine in Declarant's sole discretion; provided, however, that no such Director's term shall extend later than the date of the First Annual Meeting.

Section 4. Officers. Notwithstanding anything contained herein to the contrary, during the Period of Declarant Control, the officers of the Association shall be appointed by Declarant from time to time, shall serve for such terms, and shall be subject to removal by Declarant, all as Declarant shall determine in Declarant's sole discretion; provided, however, that no such officer's term shall extend later than the organizational meeting of the new Board of Directors following the First Annual Meeting.

Section 5. Amendment of Bylaws During Period of Declarant Control. Notwithstanding anything herein to the contrary, these Bylaws and any Rules and Regulations may not be amended by the Owners during the Period of Declarant Control without the express, prior written approval of Declarant.

ARTICLE II
MEMBERS (OWNERS)

Section 1. Eligibility. The members of 272 Broadmoor HOA, Inc., a Tennessee nonprofit corporation (the "Association"), shall consist of the respective Unit Owners of 272 Broadmoor Drive, a Horizontal Property Regime with Private Elements (the "Property"). These and other terms are used in these Bylaws as they are defined in the Declaration of Covenants, Conditions and Restrictions for 272 Broadmoor Drive (the "Declaration"), which Declaration is recorded in the Register's Office for Davidson County, Tennessee. The words "member" or "members" as used in these Bylaws mean and shall refer to a "Owner" or "Owners," as the case may be, as defined in the Declaration. If an Owner is a land title holding trust under the terms of which all powers of management, operation, and control of the Unit remains vested in the trust beneficiary, then the member shall be the beneficiary of such trust.

Section 2. Succession. The membership of each Owner shall terminate when such Owner ceases to be an Owner, and upon the sale, transfer, or other disposition of such Owner's ownership interest in the Property, such Owner's membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

Section 3. Annual Meetings. Commencing in the first year following the year in which the administration of the affairs of the Association are transferred from the Declarant to the Members of the Association, an annual meeting of the Members of the Association shall be held on a Saturday or Sunday during the first calendar quarter of such year, and each year thereafter, between the hours of 9:00 a.m. and 9:00 p.m., the date, time and place to be determined by the Board of Directors, for the election of Directors and for the transaction of such other business as may be brought before the meeting.

Section 4. Special Meetings. Following the expiration of the Period of Declarant Control, special meetings of the Members may be called on the order of the President or of a majority of the Board of Directors, or upon the written request of Members holding a Majority of the total votes of the Association. Business transacted at a special meeting shall be confined to the purposes stated in the notice for that meeting.

Section 5. Notice of Meetings. The Association shall notify the Owners of the date, time, and place of each annual and special meeting of Owners no fewer than two (2) days nor more than sixty (60) days before the meeting date. The notice of a meeting shall also contain such other information as may be required by these Bylaws.

Section 6. Waiver of Notice. An Owner's attendance at a meeting:

(a) Waives objection to lack of notice or defective notice of the meeting unless the Owner at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting; and

(b) Waives objection to consideration of a particular matter at the meeting that is not within the purpose(s) described in the meeting notice, unless the Owner objects to

considering the matter when it is presented.

Section 7. Voting. Members shall be all Owners and shall be entitled to one (1) vote for each Unit owned. The vote of Members holding a majority of the voting rights present at a meeting at which a quorum is present shall be the act of the Association, unless the vote of a greater or different number (such as, e.g., a pro rata portion of the total membership interests in the Association) is required by the Declaration, the Association's Charter, these Bylaws or the laws of the State of Tennessee. When more than one (1) Person holds an interest in any Unit, all such Persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit except with respect to Declarant during the Period of Declarant Control.

Notwithstanding the foregoing, no Owner who is in default in the payment of assessments hereunder shall be entitled to exercise the right to vote hereunder until such Owner has cured such default. An Owner shall be deemed to be in default if such Owner has not paid such Unit Owner's assessments within fifteen (15) days after the date such assessments are due. An Owner may protest the amount of the assessment, but must pay the assessment in full during the pendency of the protest.

Section 8. Quorum. Owners representing greater than fifty percent (50%) of the votes entitled to be cast by Owners at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business, except as may otherwise be provided by law, by the Association's Charter, the Declaration, or these Bylaws. If, however, such quorum is not represented at any such meeting, the Owners present at the meeting in person or represented by proxy shall have the power to adjourn from time to time without notice other than announcement at the meeting until the requisite quorum is present or represented, when any business may be transacted which might have been transacted at the meeting as provided in the original notice.

Section 9. Voting Requirements. Except as otherwise provided in these Bylaws, the Charter, the Declaration, or the Act, action on any matter voted upon at a meeting of the Owners is approved if a majority of the Owners vote in favor of the action.

Section 10. Action by Written Consent. Any action which is required or permitted to be taken at a meeting of the Owners may be taken without such a meeting if Owners entitled to vote on the action consent to taking such action without a meeting. If all of such Owners so consent, the affirmative vote of the number of votes that would be necessary to authorize or take such action at a meeting shall be the act of the Owners, except as otherwise provided in these Bylaws. Such consent (or counterpart(s) thereof) shall describe the action taken, be in writing, be signed by each Owner entitled to vote on the action, indicate each signing Owner's vote or abstention on the action, and be delivered to the Secretary/Treasurer of the Association and included in the minutes or Association records.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Number, Election, and Term of Office. The Board of Directors of the Association (referred to in the Act as the "board of administration," and sometimes referred to

herein as the "Board") shall consist of not less than one (1) or more than two (2) persons (hereinafter referred to as "Directors"). Directors shall be elected at the annual meeting of the Association's Owners by the vote of Owners as hereinafter provided, the Declarant will have the exclusive authority to appoint and remove directors and officers during the Period of Declarant Control. If the expiration of the Period of Declarant Control occurs prior to an annual meeting, the Declarant may appoint two (2) persons to serve as directors until the next annual meeting. At the first annual meeting following the Period of Declarant Control, the Owners shall, among other business, elect the members of the Board of Directors. Those candidates for election as directors who receive the greatest number of votes cast either in person, by ballot, or by proxy at the meeting shall be elected. The terms of office for the Board shall be fixed so that one (1) Director shall serve for two (2) years and one (1) Director shall serve for one (1) year. At the expiration of the initial term of office of each respective Director, a successor shall be elected by all those entitled to vote to serve a term of one (1) year.

Section 2. Qualification. Except during the Period of Declarant Control, each Director shall be an Owner (or, if an Owner is a trustee of a trust, a Director may be a beneficiary of such trust, and if an Owner or such a beneficiary is a corporation, limited liability company, partnership, or other entity, a Director may be an officer, member, partner, or employee of such Owner or beneficiary). If a Director shall cease to meet such qualifications during such Director's term, such Director shall cease to be a Director, and such Director's place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring on the Board shall be filled by majority vote of the remaining Directors. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director succeeded.

Section 4. Regular Meetings. The annual meeting of the Board of Directors, of which no notice shall be necessary, shall be held immediately following the annual meeting of the membership, or immediately following any adjournment thereof, for the purpose of organizing the Board, for the election or appointment of officers for the ensuing year, and for the transaction of such other business as may be conveniently and properly brought before such meeting. The Board may also designate more frequent intervals for regular meetings. Notwithstanding the foregoing, the Board shall not be required to hold regular meetings during the Period of Declarant Control.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by any two (2) Directors.

Section 6. Notice of Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting. Except as otherwise provided herein, special meetings of the Board of Directors must be preceded by at least two (2) days' notice to each Director of the date, time, and place, but not the purpose, of such special meeting. Notice of any adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed one (1) month in any one (1) adjournment.

Section 7. Waiver of Notice. If a Director attends or participates in a meeting, such Director waives any required notice of the meeting unless the Director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 8. Quorum and Voting. A quorum of the Board of Directors consists of a majority of the Directors then in office before a meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board of Directors, except as otherwise provided in these Bylaws.

Section 9. Vacancy. If a vacancy occurs on the Board of Directors at any time following the Period of Declarant Control, including a vacancy resulting from a removal of a Director with or without cause:

(a) The Owners may fill the vacancy;

(b) The Board of Directors may fill the vacancy; or

(c) If the Directors remaining in office constitute less than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of the Directors remaining in office.

Any Director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director succeeded.

Section 10. Removal of Directors. Following the Period of Declarant Control, the Owners may remove any Director, with or without cause, at any special meeting which is specifically called for that purpose by a vote of seventy-five percent (75.0%) of the Owners.

Section 11. Action Without Meeting. Whenever the Directors of this Association are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, and signed by all the Directors entitled to vote thereon.

Section 12. Indemnification. With respect to claims or liabilities arising out of service as a Director of the Association, the Association shall indemnify and advance expenses to each present and future Director (and such Director's estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 13. Immunity. To the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended, each present and future Director (and such Director's estate, heirs, and personal representatives) shall be immune from suit arising from the conduct of the affairs of the Association.

Section 14. Compensation. The Directors shall receive such compensation for their services as Directors and as members of any committee appointed by the Board as may be authorized by vote of the Owners. In the absence of any appropriate action by the Owners, the Directors shall receive no compensation but shall be reimbursed for reasonable expenses incurred in the performance of their duties.

Section 15. Powers and Duties. The Board shall have the following powers and duties:

(a) to elect and remove the officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association and the Property;

(c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer, and operate the Property or any part thereof for all of the Owners upon such terms and for such compensation and with such authority as the Board may approve;

(d) to formulate policies for the administration, management, and operation of the Property and the Common Elements thereof;

(e) to adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, operation, and use of the Property and the Common Elements and to amend such rules and regulations from time to time;

(f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor and to approve payment vouchers or to delegate such approval to the officers or the Managing Agent;

(g) to provide for the designation, hiring, and removal of employees and other personnel, including accountants and attorneys, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

(h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable, but only as allowed by law;

(j) to estimate the amount of the annual budget and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided;

(k) to borrow money for the purpose of maintenance or repair of Common

Elements;

(l) unless otherwise provided herein or in the Declaration, to comply with the instructions of a Majority (as said majority is defined in the Declaration) of the Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Owners;

(m) to secure insurance policies as require by the Declaration;

(n) to resolve or mediate disputes, conflicts, or problems between Owners;

(o) when necessary, to interpret the rules and regulations of the Association and the Declaration; and

(p) to exercise all other powers and duties of a board of administration as referred to in the Horizontal Property Act of the State of Tennessee and all powers and duties of the Board of Directors referred to in the Declaration or these Bylaws.

Section 16. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association, or the officers of the Association any powers or duties which, by law, have been delegated to the Owners.

ARTICLE IV
OFFICERS

Section 1. Designation. At each regular meeting, the Directors present at said meeting shall elect the following officers of the Association by a majority vote, provided a quorum exists:

(a) a President, who shall be a Director and who shall preside over the meetings of the Board and of the Owners and who shall be the chief executive officer of the Association;

(b) a Secretary/Treasurer, who shall keep the minutes of all meetings of the Board and of the Unit Owners and all financial records and who shall, in general, perform all the duties incident to the office of Secretary/Treasurer;

(c) such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one (1) year and until a successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining Directors at a special meeting of said Board. Any Director so elected to

fill a vacancy shall hold office for a term equal to the unexpired term of the officer succeeded.

Section 5. Compensation. The officers shall receive such salary or compensation as may be fixed by the Board of Directors and approved by the Owners. If no action is taken to set such salary, then they shall serve without compensation but shall be reimbursed for expenses incurred in the performance of their duties.

Section 6. Removal. The Board of Directors may remove any officer at any time with or without cause by a majority vote.

Section 7. Indemnification. With respect to claims or liabilities arising out of service as an officer of the Association, the Association shall indemnify and advance expenses to each present and future officer (and such officer's estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 8. Resignations and Vacancies. Any officer may resign at any time by giving written notice to the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if no time is specified, upon its acceptance by the Board of Directors. A vacancy in any office arising because of death, resignation, removal, incapacity or otherwise may be filled by the Board for the unexpired portion of the term.

ARTICLE V
ASSESSMENTS

Section 1. Annual Budget; Working Capital and Reserve Funds. The Board may cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including, but not limited to, salaries, wages, payroll taxes, legal and accounting fees, working capital and reserve funds, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other Common Expenses. A working capital fund shall be maintained by the Association to insure that the Association will have funds available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or advisable by the Board. The working capital fund shall be funded from the regular monthly assessments for Common Expenses and shall be maintained in an account for the use and benefit of the Association, and disbursements from such fund shall be made as directed by the Board. Amounts paid into the working capital fund shall in no event be considered advance payments of regular monthly assessments. A reserve fund shall also be maintained by the Association to ensure that the Association will have funds available for the replacement of and any necessary additions to the Common Elements. The reserve fund shall be funded from the regular monthly assessments for Common Expenses and shall be maintained in an account for the use and benefit of the Association. Disbursements from such fund shall be made as directed by the Board. In addition to the initial assessments set forth above, in conjunction with the acquisition of record title to a Unit by the purchaser thereof, other than the Declarant or Earl Calfee, III, a sum equal to one percent (1%) of such Unit's sales price shall be made by or on behalf of such purchaser at the closing of the purchase of the Unit to the Managing Agent or Association in order for the

Association to replenish its capital accounts and cover certain administrative costs related to establishing the new Owner's account with the Association.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Owner not later than fifteen (15) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Owner shall pay, as such Owner's respective monthly assessment for the Common Expenses, one-twelfth (1/12) of such Owner's proportionate share of the Common Expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with such Owner's respective ownership interest in the Association as set forth in the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year or shall be delayed in doing so, each Owner shall continue to pay each month the amount of such Owner's respective monthly assessment as last determined. Each Owner shall pay such Owner's monthly assessment on or before the first day of each month. No Owner shall be relieved of the obligation to pay such Owner's assessment by abandoning or not using such Owner's Unit, the Common Elements, the Limited Common Elements, or the Private Elements. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property or Common Elements, or for any other purpose deemed appropriate by the Board in the exercise of its reasonable judgment. The Board may permit any special assessment to be paid in installments over any period deemed reasonable by the Board even though such period may extend beyond the year in which the special assessment is levied.

Section 3. Partial Year or Month. For the first fiscal year after the Period of Declarant's Control, the annual budget shall be approved by the Board. If such first fiscal year or any succeeding fiscal year shall be less than a full year, then the monthly assessments for each Owner shall be proportionate to the number of months and days in such period covered by such budget. Each Owner shall pay such Owner's assessment for the following month or fraction of a month, which assessment shall be in proportion to the Owner's respective ownership interest in the Association and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Board.

Section 4. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Owner and to any other party required by the Declaration or these Bylaws a statement for the year so ended showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. Lien. It shall be the duty of every Owner to pay such Owner's proportionate share of Common Expenses, as provided in the Declaration.

If any Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof, together with interest thereon at the maximum rate then allowed

by applicable law, after said Common Expenses become due and payable, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Owner in the Property; provided, however, that such lien shall be subordinate to the lien of a recorded deed of trust on the interest of such Owner, except for the amount of the proportionate share of Common Expenses which are due and payable from and after the date on which such deed of trust beneficiary either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or files suit to foreclose on its deed of trust. The provisions of this paragraph of this Section 5 shall not be amended, changed, modified, or rescinded in any way without the prior written consent of all such lien holders of record.

The Association and its successors and assigns and the Board and its agents shall have the right to enforce the lien as provided in the Declaration, and there shall be added to the amount due the costs of any suit maintained to enforce the lien and other fees and expenses, together with legal interest and reasonable attorneys' fees. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Horizontal Property Act, the Declaration, or these Bylaws or as are otherwise available, at law or in equity, for the collection of all unpaid assessments.

Section 6. Records and Statements of Account. The Board shall cause to be kept detailed and accurate records in a book in chronological order of the receipts and expenditures affecting the Property specifying and itemizing the expenses incurred.

Section 7. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit ownership. When fewer than all the Owners are responsible for the existence of any such lien, the Owner(s) responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 8. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the Owners.

Section 9. Association Records. The Association shall keep as permanent records minutes of all meetings of its Owners and Board of Directors, a record of all actions taken by the Owners or Board of Directors without a meeting, and all appropriate accounting records.

Section 10. Statement of Common Charges. The Board shall promptly provide any Member, who makes a request in writing, with a written statement of his or her unpaid common charges.

Section 11. Insurance. The Board shall obtain and maintain insurance as required by the Declaration.

Section 12. Records at Principal Office. The Association shall keep at all times a copy of the following records at its principal office:

(a) Its Charter and all amendments thereto;

(b) These Bylaws and all amendments thereto;

(c) All resolutions adopted by the Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of Owners or any class or category of Owners;

(d) The minutes of all meetings of Owners and the records of all actions taken by Owners;

(e) The past three (3) years' annual financial statements;

(f) A list of the names and business or home addresses of its current Directors and officers;

(g) The most recent annual report delivered to the Tennessee Secretary of State;

(h) Its Declaration and all amendments thereto; and

(i) A book entitled "Mortgages of Units" listing the name and address of each deed of trust beneficiary or mortgagee of a Unit of which the Board has notice.

ARTICLE VI
USE AND OCCUPANCY RESTRICTIONS AND OPERATION OF THE PROPERTY

Section 1. General. No unlawful, noxious, or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board or other Owners cause unreasonable noise or disturbance to others.

Each Owner shall maintain such Owner's Unit and Limited Common Elements in good condition and in good order and repair at such Owner's expense and shall not do or allow anything to be done to such Owner's Unit or Limited Common Elements which may increase the cost or cause the cancellation of insurance on the other Unit(s) or on the Common Elements. No Owner shall paint or decorate or adorn the outside of such Owner's Unit, or install outside such Owner's Unit any canopy, awning, outside radio or television antenna, Citizens Band radio transmitter, satellite dish, or other equipment, fixture, or item of any kind, without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction, or of the other Owners. No Owner of a Unit shall display, hang, store, or use any sign outside such Owner's Unit or which may be visible from the outside

of such Owner's Unit without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction, or of the other Owners.

No structure of a temporary character, trailer, motor home, boat, tent, shack, garage, barn, or other out-buildings shall be permitted on the Property at any time, temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof.

Section 2. Additions, Alterations, or Improvements by Board. Whenever in the judgment of the Board the Common Elements shall require additions, alterations, or improvements, the Board shall proceed with such additions, alterations, or improvements and shall assess all Owners for the cost thereof as a common charge.

Section 3. Additions, Alterations, or Improvements by Owners. It is the intention of the Declarant that all improvements on the Property be compatible in exterior appearance, exterior materials, architectural style and detail with the existing Buildings on the Property or, as applicable, with the Units to be constructed on the Property; to be in compliance with applicable zoning on the Property; and to be maintained in an appropriate manner. Therefore, subject to the last sentence of this subsection, no Owner shall make any structural or aesthetic alterations or modifications to his or her Unit or to any of the Common Elements, Limited Common Elements, or Private Elements, including, but not limited to, the commencement, erection, or maintenance of antennas, attached or detached signs, wall, satellite dish or other structure, planting or landscaping, awnings, painting, installation of siding, replacement of windows, the placement of any reflective or other material in the windows of the Unit or other exterior attachments, or any other change or modification to the exterior appearance of a Unit, Limited Common Elements, or Private Element, until the plans and specifications showing the nature, kind, shape, height, materials, location and other details, shall have been submitted to and approved in writing by the Board of Directors or by a committee (the "Architectural Review Committee") duly appointed by the Board of Directors pursuant to the terms and conditions set forth in the Declaration, these Bylaws or the Rules and Regulations.

Section 4. Animals. No animals shall be raised, bred, or kept in any Unit, except for service animals individually trained to do work or perform tasks for the benefit of an individual with a disability (e.g., guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, pulling a wheelchair, or fetching dropped items). Such service animals must be kept on a leash at all times when they are not inside the Unit.

Section 5. Trash. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner as prescribed in the Declaration and/or from time to time in the Rules and Regulations of the Board.

Section 6. Storage. Storage of boats, trailers, campers, and motor homes on the Property shall not be permitted in any case without the permission of the Board, such permission to be in the Board's sole and absolute discretion.

Section 7. Security. The Association or Declarant may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security on the Property; however, each Owner, and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that neither the Association nor Declarant is a provider of security and neither party shall have a duty to provide security on the Property. Furthermore, the Association does not guarantee that non-owners and non-occupants will not gain access to the Property and commit criminal acts on the Property nor does the Association guarantee that criminal acts on the Property will not be committed by other Owners or Occupants. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. Neither Declarant nor the Association shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

Section 8. Loss or Damage to Personal Property. Neither Declarant nor the Association shall be held liable for any loss or damage to any personal property placed or kept in any Unit or parking area on the Property. Each Owner or Occupant (including, without limitation, any of such Owner's or Occupant's agents, servants, tenants, customers, invitees and licensees) with use of a Unit and parking area who places or keeps a vehicle and/or any personal property in the vehicle or parking area does so at his or her own risk.

ARTICLE VII
CONTRACTUAL POWERS

No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm, or association in which one or more of the Directors of the Association are directors, members, or are financially interested shall be void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because such Director's or Directors' votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship, membership, or financial interest is disclosed or known to the Board or committee and noted in the minutes, and the Board or committee authorizes, approves, and/or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

(b) the contract or transaction is just and reasonable at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves, or ratifies a contract or transaction.

ARTICLE VIII
AMENDMENTS

Except as otherwise specifically provided in the Declaration or these Bylaws, these Bylaws may be amended, modified, or revoked in any respect from time to time only by the vote of a Majority of the Owners; provided, however, that (a) the contents of these Bylaws always shall contain those particulars that are required to be contained herein by the Act, and (b) no modification of or amendment to these Bylaws shall be valid unless set forth in an amendment to the Declaration. Any amendment(s) shall not be effective until they are recorded in the Register's Office for Davidson County, Tennessee.

ARTICLE IX
MORTGAGES

Section 1. Notice to Board. An Owner who mortgages such Owner's Unit shall notify the Board of the name and address of the deed of trust beneficiary and shall file a copy of the Mortgage with the Board, which shall keep a book listing the mortgages or deeds of trust on the Units.

Section 2. Notice of Unpaid Common Expenses. The Board, whenever so requested in writing by a deed of trust beneficiary of a Unit, shall promptly report any then unpaid assessments, fees, or Common Expenses due from or any default by the Owner of the mortgaged Unit.

Section 3. Notice of Default. The Board, when giving notice to an Owner of a default in paying Common Expenses or any other default, shall send a copy of such notice to each deed of trust beneficiary of record covering such Unit whose name and address has theretofore been furnished to the Board and which has requested in writing to be sent a copy of such notice(s).

Section 4. Examination of Books. Each Owner and any other Persons as specified in the Declaration shall be permitted to examine the books and records of the Association, the Declaration, and these Bylaws, and any rules and regulations of the Association during normal business hours and upon request and as more particularly set forth in the Tennessee Nonprofit Corporation Act.

Section 5. Interest of Valid First Deed of Trust. The interest of a valid first Mortgage shall be superior to the interest of the Board in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first Mortgage has incorporated the terms of these Bylaws, the Declaration, and the contract in its Mortgage, then the beneficiary of the first Mortgage may, at its option, declare a default in its Mortgage by reason of any default hereunder and may proceed to enforce its rights according to the terms of such Mortgage notwithstanding any enforcement instituted by the Board.

ARTICLE X
DEFINITION OF TERMS

The terms used in these Bylaws, to the extent they are not defined herein, shall have the same definition as set forth in the Declaration, as such may be amended from time to time, which Declaration is recorded in the Register's Office for Davidson County, Tennessee.

The term "member," as used in these Bylaws, generally means "Owner" as defined in the Declaration. "Mortgage", as used herein, includes a deed of trust. "Deed of trust beneficiary" includes a mortgagee, Eligible Mortgage Holder, and a holder of a deed of trust.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 1. No Seal. The Association shall have no seal.

Section 2. Notices. Whenever notice is required to be given to Owners, Directors, or officers, unless otherwise provided by law, the Declaration, the Charter, or these Bylaws, such notice may be given in person, by mail, or by nationally recognized overnight carrier such as FedEx or UPS. If such notice is given by mail, it shall be sent postage prepaid by first class United States mail or by registered or certified United States mail, return receipt requested, and addressed to the respective address which appears for each such Person on the books of the Association. Notice shall be deemed to have been given at the earliest of the following:

(a) When received;

(b) One (1) business day after its deposit with a nationally recognized overnight carrier;

(c) Two (2) business days after its deposit in the United States mail if sent first class, postage prepaid; or

(d) On the date on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

For the purposes of this Section, the term "business day" shall mean a day other than a Saturday, Sunday, federal holiday, or other day on which commercial banks in Nashville, Tennessee are authorized or required by law or executive order to close.

Section 3. Waiver of Notice. Whenever any notice is required to be given under the provisions of any statute or of the Declaration, the Charter, or these Bylaws, a waiver thereof in writing signed by the Person entitled to such notice, whether before or after the date stated thereon, delivered to the President or Secretary/Treasurer of the Association and included in the minutes or corporate records, shall be deemed equivalent thereto.

Section 4. Negotiable Instruments. All checks, drafts, notes, or other obligations of the Association shall be signed by such officers of the Association or by such other Person(s) as may be authorized by the Board of Directors.

Section 5. Deposits. The monies of the Association may be deposited in the name of the Association in such bank(s) or financial institution(s) as the Board of Directors shall designate from time to time and shall be drawn out by check signed by the officer(s) or Person(s)

designated by resolution adopted by the Board of Directors.

Section 6. Committee Members. With respect to claims or liabilities arising out of service as a member of a committee duly appointed by the Board of Directors of the Association, the Association shall indemnify and advance expenses to each such present and future committee member (and such committee member's estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

ARTICLE XII
CONFLICTS

These Bylaws are set forth to comply with the requirements of Chapter 27 of Title 66, Tennessee Code Annotated, as amended from time to time, and to allow these Bylaws to control in specific situations where such law allows. In case any provision of these Bylaws conflicts with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

EXHIBIT C

PLAT

See attached.

OWNER:
PARO SOUTH, LLC

ADDRESS: 272 BROADMOOR DRIVE

NASHVILLE, DAVIDSON CO, TN 37207

LOT 1 288 & 292 BROADMOOR DRIVE

PARCEL ID: 06100001300

QC-20141219 01164616

DATE: 08-16-2023

D&A JOB NUMBER: 16208

THIS DRAWING SHOULD NOT BE REPRESENTED TO BE A LAND SURVEY. IT SHOULD NOT BE RELIED UPON FOR THE CONSTRUCTION OF FENCES OR ESTABLISHING THE EXACT LOCATION OF PROPERTY LINES.

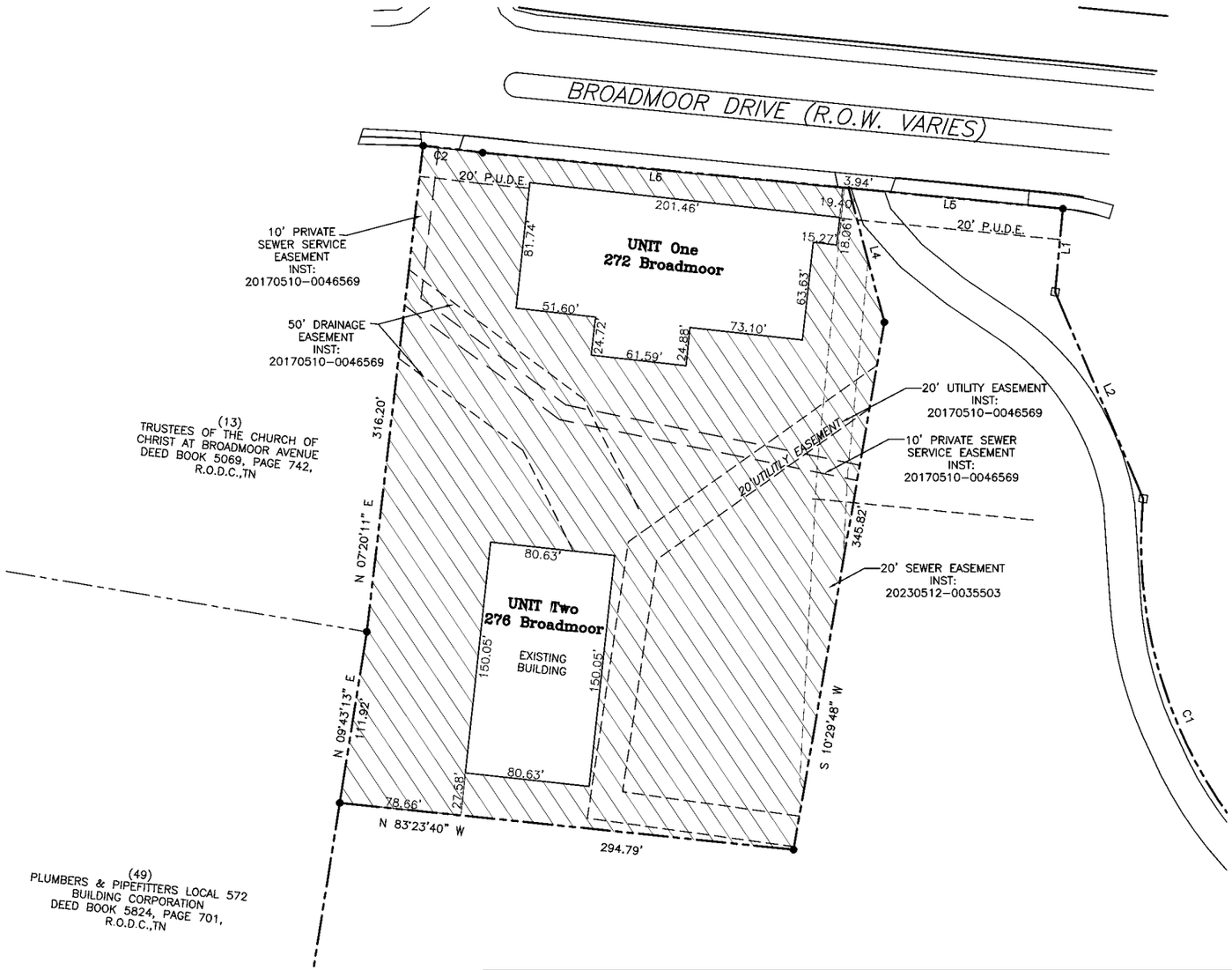
NO CORNERS WERE SET OR RESET AT THE TIME OF THIS INSPECTION.

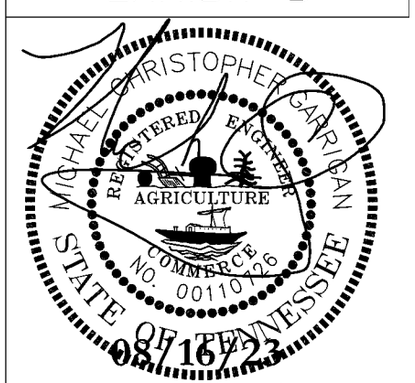
THIS SITE HAS NOT BEEN FIELD RAN BY A SURVEY CREW. BOUNDARIES ARE APPROXIMATE.

"EXHIBIT B"

Private Element

Common Element





272 BROADMOOR DRIVE
A HORIZONTAL PROPERTY REGIME
WITH PRIVATE ELEMENTS

100 0 100

Scale 1" = 100'

Dale & Associates

Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying

516 Heather Place Nashville, Tn 37204 (615) 297-5166

EXHIBIT D

Attorney's Opinion

This document is intended to serve as the attorney's opinion which is required under the terms of Tennessee Code Annotated, Section 66-27-103. The undersigned, D. Grant Luiken, Jr., an attorney licensed to practice law in the State of Tennessee, hereby declares (i) that the declarant, Paro South LLC, a Tennessee limited liability company, has indicated that all improvements shall be in substantial compliance with local building codes and (ii) that upon proper recording of this certificate and the following additional documents, all legal requirements for the creation of a Planned Unit Development under the terms of the Tennessee Horizontal Property Act, Tennessee Code Annotated, Section 66-27-103(b), have been met:

1. Declaration of Covenants, Conditions, and Restrictions Establishing and Governing 272 Broadmoor Drive, a Horizontal Property Regime with Private Elements.

2. Bylaws of 272 Broadmoor HOA, Inc.

3. Plat for 272 Broadmoor Drive, attached as Exhibit C to the Declaration, for recording with the Register's Office for Davidson County, Tennessee.

4. Charter of 272 Broadmoor HOA, Inc., a Tennessee not for profit corporation, filed with the Secretary of State of Tennessee on September 27, 2023.

Witness my hand this 27th day of September, 2023.

D. Grant Luiken, Jr.

TRUE COPY CERTIFICATION

I, D. Grant Luiken, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on September 27, 2023.

9-27-2023
Date

David Grant Luiken Jr.
Signature

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 27th day of September 2023, personally appeared before me, Mark A. Krebs, a notary public for this county and state, D. Grant Luiken, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 4/1/24

MARK ANDREW KREBS
STATE OF TENNESSEE NOTARY PUBLIC
PUTNAM COUNTY

4836-7397-6318, v. 1